

ORIGINAL COUNTERPART
NO. 4

APR 19 1971

SUPPLEMENTAL AGREEMENT

Dated as of March 15, 1971

supplementing

CONDITIONAL SALE AGREEMENT

Dated as of May 1, 1970

between

PULLMAN INCORPORATED
(PULLMAN-STANDARD DIVISION)

and

NORFOLK AND WESTERN RAILWAY COMPANY

RECORDATION NO. 5764-2
Filed & Recorded
APR 20 1971 - 4 05 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

Dated as of March 15, 1971

supplementing

AGREEMENT AND ASSIGNMENT

Dated as of May 1, 1970

between

PULLMAN INCORPORATED
(PULLMAN-STANDARD DIVISION)

and

THE FIRST PENNSYLVANIA BANKING AND TRUST
COMPANY, as Agent

SUPPLEMENTAL AGREEMENT

AGREEMENT dated as of March 15, 1971, between PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION), a Delaware corporation (the "Manufacturer"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (the "Railroad").

The Manufacturer and the Railroad are parties to a Conditional Sale Agreement dated as of May 1, 1970 (the "Conditional Sale Agreement"), providing for the construction and the sale and delivery by the Manufacturer to the Railroad, and the purchase by the Railroad from the Manufacturer, of the railroad equipment described therein (the "Equipment").

The Manufacturer and The First Pennsylvania Banking and Trust Company, a Pennsylvania corporation (the "Agent"), acting as agent for the investors under an Agency Agreement dated as of May 1, 1970, among the Agent, the Railroad and the investors named in Schedule A thereto (the "Agency Agreement"), are parties to an Agreement and Assignment dated as of May 1, 1970, pursuant to which the Manufacturer assigned to the Agent certain rights under the Conditional Sale Agreement and its right, title and interest in and to the Equipment.

Pursuant to the Agency Agreement, the Conditional Sale Agreement may be supplemented or amended to provide for the

inclusion thereunder of units of railroad equipment of similar character to the Equipment, first put into service no earlier than May 1, 1970.

The Manufacturer and the Railroad wish to supplement the Conditional Sale Agreement by including thereunder the additional railroad equipment described below (the "Additional Equipment") which will be delivered by the Manufacturer to the Railroad and be first put into service during the month of April 1971.

In consideration of the foregoing, the Manufacturer and the Railroad agree as follows:

Section 1. Schedule B to the Conditional Sale Agreement is hereby amended by adding thereto the Additional Equipment, described as follows:

<u>Type</u>	<u>Specifications</u>	<u>AAR Symbol</u>	<u>Manufacturer's Plant</u>	<u>Quan- tity</u>
70-ton 60' single sheathed high roof boxcar with end-of-car cushioning.	Pullman-Standard specification No. 9549, as modified.	XL	Bessemer, Alabama	1
<u>Railroad's Road Number</u>	<u>Estimated Unit Price</u>	<u>Total Estimated Price</u>	<u>Delivery</u>	
603010	\$24,600	\$24,600	At Bessemer, Alabama, in April 1971.	

Section 2. The Railroad shall cause this Agreement to be filed and recorded in the same manner as the Conditional Sale Agreement.

Section 3. The provisions of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia.

Section 4. The Additional Equipment shall be subject to all of the terms and conditions set forth in the Conditional Sale Agreement as fully as if those terms and conditions were set forth in this Agreement, and the Conditional Sale Agreement shall be deemed to be supplemented so as to include the Additional Equipment from and after the date hereof. Except as modified by this Agreement, all terms, covenants and provisions of the Conditional Sale Agreement shall continue in full force and effect.

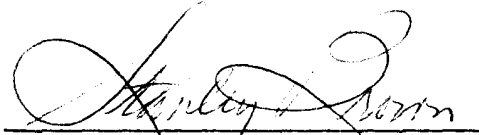
Section 5. This Agreement, which is dated for convenience as of March 15, 1971, may be executed in any number of counterparts, each of which shall be deemed to be an original, and the counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, the Manufacturer and the Railroad have caused this instrument to be signed by their proper officers

and their respective corporate seals to be hereunto affixed
and duly attested, as of the day and year first above written.

PULLMAN INCORPORATED
(PULLMAN-STANDARD DIVISION)

By

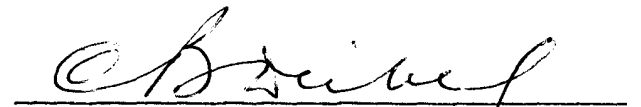

Vice President

ATTEST:


ASSISTANT Secretary

NORFOLK AND WESTERN RAILWAY COMPANY

By


Assistant Vice President-Finance

ATTEST:


Secretary

STATE OF ILLINOIS)
) ss.:
 COUNTY OF COOK)

On this ^{April} 7th day of ~~March~~, 1971, before me personally appeared Stanley Brown, to me personally known, who, being by me duly sworn, says that he is a Vice President of Pullman Incorporated (Pullman-Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Richard A. Rosenberg
 Notary Public

RICHARD A. ROSENBERG
 Notary Public - Cook County
 My Commission Expires March 31, 1974

COMMONWEALTH OF VIRGINIA)
) ss.:
 CITY OF ROANOKE)

On this ^{April} 18th day of ~~March~~, 1971, before me personally appeared C. B. Deibel, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President - Finance of Norfolk and Western Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

R. J. Anderson
 Notary Public

My Commission Expires October 1, 1973

SUPPLEMENTAL AGREEMENT

AGREEMENT dated as of March 15, 1971, between PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION), a Delaware corporation (the "Manufacturer"), and THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, a Pennsylvania corporation (the "Agent"), acting as agent for the investors under an Agency Agreement dated as of May 1, 1970, among the Agent, the Railroad and the investors named in Schedule A thereto (the "Agency Agreement").

The Manufacturer and Norfolk and Western Railway Company, a Virginia corporation (the "Railroad"), are parties to a Conditional Sale Agreement dated as of May 1, 1970 (the "Conditional Sale Agreement"), providing for the construction and the sale and delivery by the Manufacturer to the Railroad, and purchase by the Railroad from the Manufacturer, of the railroad equipment described therein (the "Equipment").

The Manufacturer and the Agent are parties to an Agreement and Assignment dated as of May 1, 1970 (the "Agreement and Assignment"), pursuant to which the Manufacturer assigned to the Agent certain rights under the Conditional Sale Agreement and its right, title and interest in and to the Equipment.

Pursuant to the Agency Agreement the Agent is authorized to enter into a supplement to the Agreement and Assignment

to provide for the inclusion thereunder of additional railroad equipment of similar character to the Equipment, first put into service no earlier than May 1, 1970.

The Manufacturer and the Railroad have entered into a Supplemental Agreement dated as of the date hereof (the "Supplement") providing for the inclusion under the Conditional Sale Agreement of one 70-ton 60' single sheathed high roof boxcar, bearing the Railroad's road number 603010 (the "Additional Equipment").

The Manufacturer and the Agent desire to supplement the Agreement and Assignment by providing for the assignment to the Agent thereunder, on the terms and conditions contained therein, of all of the Manufacturer's right, title and interest in and to the Additional Equipment as and when it is delivered to the Railroad and accepted under the Conditional Sale Agreement, as supplemented by the Supplement.

In consideration of the foregoing, the Manufacturer and the Agent agree as follows:

1. The Manufacturer hereby assigns, transfers and sets over unto the Agent, its successors and assigns, on the terms and conditions contained in the Agreement and Assignment,

all of its right, title and interest in and to the Additional Equipment as and when it is delivered to the Railroad and accepted under the Conditional Sale Agreement, as supplemented by the Supplement.

2. The Additional Equipment shall be subject to all of the terms and conditions set forth in the Agreement and Assignment as fully as if the Additional Equipment had been described and included in Schedule B to the Conditional Sale Agreement and had been included in the term "Equipment" as that term is used in the Agreement and Assignment.

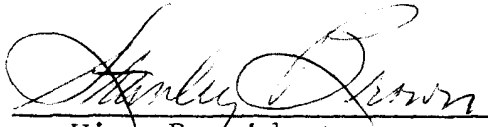
3. Except as supplemented hereby, the Agreement and Assignment shall remain unaltered and in full force and effect.

4. This Agreement, which is dated for convenience as of March 15, 1971, may be executed in any number of counterparts, each of which shall be deemed to be an original, and the counterparts together shall constitute a single instrument. The Agent agrees to deliver one of the counterparts to the Railroad.

IN WITNESS WHEREOF, the Manufacturer and the Agent have caused this instrument to be signed by their proper officers

and their respective corporate seals to be hereunto affixed
and duly attested, as of the day and year first above written.

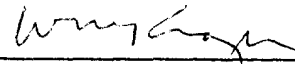
PULLMAN INCORPORATED
(PULLMAN-STANDARD DIVISION)

By 
Vice President

ATTEST:


ASSISTANT Secretary

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, as Agent

By 
Vice President

ATTEST:


ASSISTANT Secretary

STATE OF ILLINOIS)
) ss.:
 COUNTY OF COOK)

On this ^{April} 7th day of ~~March~~, 1971, before me personally appeared Stanley Brown, to me personally known, who, being by me duly sworn, says that he is a Vice President of Pullman Incorporated (Pullman-Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Richard A. Moderg
 Notary Public

RICHARD A. MODERG
 Notary Public, Chicago, Cook County
 My Commission Expires January 31, 1974

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
 COUNTY OF PHILADELPHIA)

On this ^{APRIL} 14th day of ~~March~~, 1971, before me personally appeared W. M. KRAYE, to me personally known, who, being by me duly sworn, says that he is a Vice President of The First Pennsylvania Banking and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Judith Z. Fote
 Notary Public

JUDITH Z. FOTE
 Notary Public, Philadelphia, Pa., Philadelphia Co.
 My Commission Expires January 28, 1974

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Norfolk and Western Railway Company hereby acknowledges due notice of the assignment made by the foregoing Supplemental Agreement dated as of March 15, 1971.

NORFOLK AND WESTERN RAILWAY COMPANY

By 
Assistant Vice President-Finance

SCHEDULE B—PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION)

<u>Type</u>	<u>Specifications</u>	<u>AAR Symbol</u>	<u>Plant</u>	<u>Railroad's Road Numbers</u> <u>Quantity (both inclusive)</u>	<u>Estimated Unit Price</u>	<u>Estimated Total Price</u>	<u>Delivery</u>
100-ton covered hopper cars with 4,740 cubic foot ca- pacity (Manufacturer's Lot No. 9448).	Railroad's Specifi- cation dated 10/7/68; Manufacturer's pro- posal dated 4/21/69 and supplementary correspondence.	LO	Butler, Pennsylvania	1,000 176000—176999	\$15,400	\$15,400,000	Lodi, Ohio, from April through June 1970.